

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: March 29, 2018 **RFP # 68-18 ks**

TITLE: Information Technology (IT) Consulting Services On-Call/As Required Services

ISSUED BY: Fauquier County Government and Public Schools
Procurement Division
Alice Jane Childs Bldg.
320 Hospital Drive, Suite 23
Warrenton, VA 20186

USING DEPARTMENT: Information Technology Departments of
Fauquier County Government and Fauquier County Public Schools

Sealed Proposals Will Be Received Until April 25, 2018 For Furnishing the Services Described Herein.

Period of Contract: One Year from Date of Award with the option to renew for four (4) additional one (1) year periods.

All Inquiries for Information Should Be Directed to: Kathy H. Stanley, CPPB, Senior Buyer Phone: (540) 422-8354, Fax: (540) 422-8355 e-mail: kathy.stanley@fauquiercounty.gov .

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILD'S OFFICE BUILDING 320 HOSPITAL DRIVE, SECOND FLOOR, SUITE 23.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	Title: _____
_____ Zip Code: _____	Telephone Number: (____) _____
FEI/FIN NO.: _____	Fax Number: (____) _____
E-mail address: _____	

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1. PURPOSE:

The purpose of this Request for Proposal (RFP) is to obtain the services of qualified professional management/personnel Consultant(s) to provide On-Call Information Technology ("IT") Consultant Services at the direction of either the county and/or school departments, on an as required basis. All services shall be provided in accordance with the specifications contained herein and attached hereto. This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division on behalf of the Board of Supervisors of Fauquier County, and Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to collectively for convenience as "Owner"

- 1.1 For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Consultant".
- 1.2 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful firms will be required to sign a contract with the Owner.

2. BACKGROUND:

The Owner frequently requires professional services for application development, network engineering, implementation and administration, and general IT consulting and services. The objective of the RFP is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for professional services. **Any resulting contract shall be non-exclusive and no specific amount of work is guaranteed as a result of this RFP.**

The Owner is primarily operating in a Windows - Active Directory environment. All services included in this proposal will run in this environment. The network is made up of primarily CISCO routers and switches. A fiber backbone connects the local schools and the main County office buildings to the shared data center in the Alice Jane Childs building.

Offerors are encouraged to submit a proposal for Information Technology on Call as Required Information Technology Consulting Services. Consulting Services include but not limited to design, engineering, implementation, installation, supply of documentation, reports, training, and programming services (possibly turn-key solutions) outlining the methods in which the requirements and/or specifications herein will be met or exceeded.

3. SCOPE OF SERVICES:

The Consultant shall furnish all necessary labor, materials and supplies to meet the needs of one or more of the IT specialized service categories, at the Owner's discretion. Services are to include, but not be limited to those listed and outlined herein. The requirements outlined herein represent the general scope of this RFP, but may not represent the full scope of areas that should be reviewed under the scope of the resulting contract; Offerors are encouraged to suggest other areas that should be considered for Owner review. Consultants are responsible for the tasks outlined in this section from Project Order Award through Project Order Completion. Owner reserves the right to request Consultant to provide additional services, software or specific equipment should it be deemed an emergency and needed to correct the associated emergency. The cost for additional

services will be negotiated, based on a mutually agreed upon scope of work and the hourly rate per the contract, at the time they are requested, and will be added to the specific Project Order through written modification. Offeror shall clearly label their proposal response for all IT specialized service categories that they are offering. For example, the introduction page may clearly state “Our firm is responding to the services listed in 3.1, specifically, .NET Developer and Data Base Architect” or, “Our firm has included responses to all services outlined within this RFP.” Please note: it is not necessary for Offerors to submit a separate proposal for each IT specialized service category offered.

No proposal will be considered which stipulates that the Owner guarantee to order a specific quantity of any service.

3.1 The Consultant must provide IT professional staff at either Senior or Intermediate levels of competency. Unless specific experience and qualification requirements for Senior or Intermediate positions are mandated within the individual category description, the following general qualifications and work experience requirements shall apply:

3.1.1 SENIOR LEVEL relates to very experienced and highly qualified individuals who are technically proficient and able to work with minimum supervision. Senior Level professional should have as a minimum more than seven (7) years relevant work experience.

3.1.2 INTERMEDIATE LEVEL relates to experienced and qualified individuals who are technically proficient and able to work with minimal to moderate supervision. Intermediate Level professionals should have a minimum of four (4) years relevant work experience.

IT Specialized Service Categories:

3.2 Web Developer:

The Consultant shall provide individuals with a strong background in web development using various web technologies. The developers should be experienced in the full development life cycle and have design and analysis experience in an Object-Oriented environment. Services provided include, but are not limited to:

- 3.2.1 Design, develop, and test full VB.NET and ASP.NET applications to support the Owners’ online initiatives;
- 3.2.2 Architect MS SQL database tables and stored procedures for use in web applications and with Crystal Reports;
- 3.2.3 Work closely with internal customers and Business Analysts to gather requirements and identify application changes;
- 3.2.4 Troubleshoot and debug applications.

3.3 Data Base Architect:

The Consultant shall provide an individual that will participate in re-engineering efforts in providing business critical data to owner employees and citizens. The primary function to be performed is data warehouse design, paying attention to the logical, physical, and implementation levels of specification. The Consultant shall handle data acquisition, access analysis/design, and archive/recovery/load design and implementation strategies

for the warehouse, with a focus on continuous improvement in system functions. Other duties include, but are not limited to:

- 3.3.1 Designing/re-designing the data warehouse environment to enable easy, natural end-user access with optimized data access with the factors of batch data loading, potential real- time transactional needs, and resource utilization;
- 3.3.2 Determining how to best architect varied business needs into a single data warehousing solution;
- 3.3.3 Defining data architecture standards, policies, and procedures for the organization, structure, attributes, and nomenclature of data elements, and applying accepted data content standards to technology projects;
- 3.3.4 Providing direction on build or buy decisions pertaining to systems when managing data architecture goals;
- 3.3.5 Establishing auditing procedures in order to ensure continued data integrity;
- 3.3.6 Assisting in post-implementation improvement efforts to enhance performance and provide increased functionality;
- 3.3.7 Providing user requirements analysis, systems analysis, design, and programming support for data warehouse application systems development and enhancement.

3.4 Network Security Support:

The Consultant shall provide operational and analytical support to related security for hardware and software information systems. Such support includes, but is not limited to, the capability to:

- 3.4.1 Perform a risk assessment identifying vulnerabilities with both physical and data security with recommended solutions. Provide operational and analytical support of security system hardware and software supporting Wide Area Network (e.g., firewalls, routers, intrusion detection, anti-viruses and other hacker protections);
- 3.4.2 Ensure that security measures are sufficient to resist threats and at the same time ensure that both internal and external users and vendors have necessary secure access;
- 3.4.3 Provide support necessary to evaluate the integrity of operating systems and co-existence with current environments;
- 3.4.4 Provide ability or perform security sweeps to ensure that network infrastructure is operating at the highest security level possible. Perform tasks to remedy existing security weaknesses.

3.5 Software/Application Security Support:

The Consultant shall provide security for software/applications in accordance with organization security policy and standards and make recommendations on known insufficiencies. Such support includes, but is not limited to, the capability to:

- 3.5.1 Provide operational and analytical support related to security for personal computers, file servers, and LAN and WAN information systems. Perform tasks to remedy existing security weaknesses;
- 3.5.2 Analyze and evaluate new and emerging security technologies for their applicability and feasibility of use for PCs, LANs, WANs, telecommunications and network;

- 3.5.3 Support and assist with developing and implementing security methodologies and safeguards to protect all information assets;
- 3.5.4 Provide technical training on all aspects of information security relative to information systems.

3.6 Disaster Recovery/Contingency Planning Support:

The Consultant shall provide disaster recovery contingency planning and risk assessment support including, but not limited to, those software applications which are processed on various computer platforms (e.g., PCs, servers and mini-computers). Such support includes, but is not limited to, the capability to:

- 3.6.1 Review and/or develop disaster recovery contingency plans and risk assessments;
- 3.6.2 Recommend ways to increase the effectiveness of the plans and the continuity of service;
- 3.6.3 Perform quantitative risk analyses of all information systems identifying and assessing value of each asset;
- 3.6.4 Identify potential threats to those assets and system vulnerability;
- 3.6.5 Assess adequacy of existing management, operational and technical controls in safeguarding assets against waste, loss, unauthorized access and use and misappropriation; and,
- 3.6.6 Analyze the consequences/impact of the potential threats resulting in recommendations of safeguards.

3.7 Network Administrator:

The Consultant shall provide services for the maintenance and support of a network LAN/WAN environment including infrastructure to support the organizations application environment. Services include, but are not limited to:

- 3.7.1 Troubleshoot and repair any hardware or software problems with network servers and network equipment (ex. Switches, routers, firewall, wireless equipment)
- 3.7.2 Provide Network Consulting (ex. Monitor network utilization, capacity planning);
- 3.7.3 Provide operating system support for midrange or smaller class servers (i.e., UNIX, Linux, Windows -) and related products;
- 3.7.4 Support the integration of operating systems, databases, application software, network and communications software and related products to provide a reliable application environment;
- 3.7.5 Analyze new releases of software to determine compatibility with current environment and assist with upgrade schedule;
- 3.7.6 Determine and resolve any conflicts between hardware and software that may occur when components are upgraded.

3.8 Computer Technician:

The Consultant shall provide desktop support services to include network printers for all those that are on network. Support Services shall include, but are not limited to:

- 3.8.1 Scheduled desktop replacement, including setup using standard configurations and software installations and email. Work with users to schedule deployment;
- 3.8.2 Troubleshoot hardware and software problems on networked PCs and printers. Work with vendors to resolve issues;
- 3.8.3 Perform reloads for PCs determined necessary;

- 3.8.4 Perform system wipes for systems that will go to surplus and be taken out of production inventory;
- 3.8.5 Respond to Help Desk tickets.

3.9 AV Technician:

The Consultant shall provide support for the design, installation and maintenance of various AV equipment. Equipment includes but is not limited to: Interactive white boards; projectors; media carts; screens; audio systems; video display systems; and other multimedia equipment as needed.

3.10 Network Engineer :

The Consultant shall provide high-level analysis and support on the design and characteristics of the most current technologies, as well the networking technologies in use, understanding related standards and specifications of both physical or software aspects (drivers, protocols, wiring, etc.). Such support includes, but is not limited to, the capability to:

- 3.10.1 Design, test and implement new architecture or change existing to support LAN/WAN solutions for business and management purposes incorporating necessary security systems (firewalls, ACLs etc.);
- 3.10.2 Assist with planning and implementation of LAN/WAN systems (including wireless) for both internal and external access to the network;
- 3.10.3 Assist with documentation and diagram updates of network architecture, including devices and their installed O/S or IOS, points of connectivity and type of connectivity. (Microsoft Visio preferred);
- 3.10.4 Assist with design and implementation of network cable infrastructure;
- 3.10.5 Assist with design and implementation of voice and video communications including PBX, CISCO VOIP and migration from PBX or legacy systems to IP Telephony.

3.11 Microsoft Systems Engineer:

The Consultant shall provide in-depth technical expertise to assist with the planning, design and implementation of Microsoft infrastructures and related hardware. Such support includes, but is not limited to, the capability to:

- 3.11.1 Architect, design and plan for enterprise deployments utilizing Windows desktop operating systems, Windows - Server, Exchange -, SMS, MOM, SharePoint or other Microsoft technologies;
- 3.11.2 Large-scale enterprise server design as well as complex system deployments and migration planning projects;
- 3.11.3 Provide expert assistance in specific technologies such as directory services, messaging, software distribution and other infrastructure support software.

3.12 G-Suite Administrator:

The Consultant shall provide technical expertise to assist with the implementation of G Suite for Education used by the school division. Such support includes, but is not limited to, the capability to:

- 3.12.1 Support the strategic planning, controlling and maintenance of the implementation;
- 3.12.2 Provide expert assistance with the integration and use of Microsoft Active Directory synchronization services, and Google Administrator Management (GAM) services;

- 3.12.3 Provide expert assistance into best practices in the design and management of a G Suite implementation.

Owner Requested Technical Support:

- 3.13 Consultant shall provide on-site consultant services as needed to Information Technology in problem resolution of Microsoft operating Systems, Microsoft Office products, and network systems to include, but not limited to the following:
- 3.13.1 Consultant shall visit Owners IT Department, upon request, to discuss bugs, fixes and patches, and develop, in partnership with the Owner, strategies for implementations, and turn- key solutions if necessary;
 - 3.13.2 Consultant shall provide a complete set of documentation of detailed information pertaining to each project that is contracted by the Owner;
 - 3.13.3 Consultant shall provide creation of logon scripts, user policies, and group policies;
 - 3.13.4 Consultant shall provide information security consulting services, including but not limited to, security audit and vulnerability assessment, computer and network forensic, enterprise-wide encryption;
 - 3.13.5 Consultant shall provide 24 hour x 7 day Network Operations Center;
 - 3.13.6 Consultant shall provide enterprise-wide security solutions and ensure that the Owner is in compliance with all mandated requirements;
 - 3.13.7 Consultant shall provide design of technology solutions for high schools middle school, elementary school and administrative network and server Configurations.
 - 3.13.8 Consultant shall provide installation and configuration of operating system add-on services.

Owner Requested Customer Support; All Service Categories:

- 3.14 Consultant shall provide Owner support at a minimum as follows:
- 3.14.1 Provide a local or toll free telephone number accessible by Owner for technical support. All Emergency call shall be responded to first by telephone support within 1 hour, on site if required within 2 hours;
 - 3.14.2 Consultant shall provide Owner with a dedicated sales representative to assist in internal oversight areas.
 - 3.14.3 Consultant shall submit all invoices with an itemized detail of services, position description, hourly rate and total number of hours for each service provided.
 - 3.14.4 Consultant will coordinate any and all third party vendor involvement as required and becomes responsible for the quality of work provided;
 - 3.14.5 Consultant shall provide to Owner project management tracking and reporting system;
 - 3.14.6 Consultant shall assist with the development of cost proposals for implementations of technology solutions;
 - 3.14.7 Consultant shall provide documentation of network installations;
 - 3.14.8 Consultant shall provide business analysis, such as best practice studies, ROI studies, requirements analysis and others.

4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

Proposals must address each task identified in this section, including additional services which Consultant feels may best benefit the Owner.

4.1 General Requirements:

In order to be considered for selection, Offerors must submit a complete response to the RFP. **One (1) original and four (4) copies of each proposal must be submitted to the Procurement Division, along with a CD or Flashdrive containing the entire proposal response with proprietary sections redacted.** The Offeror shall make no other distribution of the proposal.

4.1.2 An authorized representative of the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

4.1.3 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

4.1.4 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Scope of Services described.

4.1.5 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.

4.1.6 All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must

invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided).

4.1.7 VIRGINIA STATE CORPORATION COMMISSION:

Please Note: State Corporation Commission (SCC) registration requirements effective July 1, 2010. All bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders. Use the form provided to furnish the State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with the sealed bid submission may result in rejection of the bid.

4.2 Specific Requirements:

- 4.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required.
- 4.2.2 Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, e-mail address; and any other pertinent information relative to the size and organizational structure of the company.
- 4.2.3 Describe Offeror's previous background and experience relative to similar projects within the IT specialized service category. Provide letters of reference from at least three former or current government and/or school clients (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons).
- 4.2.4 The Offeror shall provide a written narrative describing the approach/methodology for providing services within the specialized categories to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 3, Scope of Services. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy that requirement or discipline.
- 4.2.5 Individual resumes describing the representative or representatives on behalf of your company. Resume describing the qualifications, education and experience of personnel to be assigned. Indicate Senior level or Intermediate level as defined in 3.1 Identify persons authorized to represent the Consultant.
- 4.2.6 Sub Consultants (including other Consultants, advisors and suppliers) to be used, and describe specific responsibilities, qualifications, and background experience of all key personnel.
- 4.2.7 Offeror shall provide a detailed explanation, on the form provided on page 25, for any "exceptions" taken concerning the Statement of Needs, Special Terms or General Conditions.
- 4.2.8 Cost: Offeror's proposal shall contain a complete itemized breakdown of all fees associated with providing proposed services. Please provide a firm fixed hourly a rate for years 1-5 of the contract period on the attached fee schedule. All rates are to be fully burdened, inclusive of profit, overhead and travel and communication charges. If additional service categories are needed to fulfill the obligation of this contract (i.e. Administrative support, or other key positions) please provide them in the space

provided on the fee schedule for additional services. Any additional consumables, or requirements needed to fulfill the obligation of this contract will be billed direct without mark up, negotiated and approved on a case by case basis by both the Owner and the Consultant. Any unforeseen travel, 50 miles or less, taken to complete specific tasks shall not be reimbursed. Unforeseen travel in excess of 50 miles shall be approved in advance and shall be reimbursed in accordance with the Fauquier County Travel Policy and Procedures.

5. EVALUATION AND AWARD CRITERIA, AND ADDITIONAL INFORMATION:

- 5.1 Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria.
 - 5.1.2 Qualification of the Offeror to perform the proposed services within the stated categories based on the scope of services, resumes provided, experience of sub Consultants, and references provided. 45%
 - 5.1.3 Offeror's written narrative/approach to fulfilling services 30%
 - 5.1.4 Fees/schedule of fees as outline in the cost proposal requirement 25%
- 5.2 Award of Contract: The Owner shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of responses and with emphasis on proposal competence, to provide the required services. Price shall be considered, but need not be the sole determining factor. Informal interviews shall be permissible, if the Owner chooses to conduct them. Such Traditionally, Owner evaluation committees have not chosen to do interviews for this type of On Call As Required Service contract, however.

Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Traditionally, contract prices for this type of On Call, As-Required contract consist of hourly rates and any other allowable expense rates. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. If it serves in the Owner's best interest, however, to award multiple contracts for this proposal, the Owner may choose to do so.

Contract award for services specified in this RFP are non-exclusive and do not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award contracts deemed to be in the Owner's best interest.

- 5.3 Ownership of Documents: Any reports, studies, photographs, negatives, or other documents prepared by the Offeror(s) for the specific, limited performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted to the Owner by Offeror upon completion, termination or cancellation of the Project Orders and Contract, both in hard copy and/or electronic format. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Offeror's obligations under this contract without the prior written consent of the Owner.
- 5.4 Term of Contract: The contract term shall be for a period of one (1) year from date of award. At the Owner's option, the contract may be renewed for four (4) additional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. The escalated Fee Schedule shall be fixed and remain firm for the entire contract period to include all four (4) renewal options. Increased will not be permitted.
- 5.5 The Offeror will be required to provide valid proof of a current "Criminal History Background Check" for any and all employees assigned to this contract, immediately upon request.
- 5.6 Offeror's employees must have some form of identification as to the Consultant's name and personal identification with them at all times when on any Fauquier County or Fauquier County Public School premises.
- 5.7 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, Consultant(s) certify they will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Owner reserves the right to require the Consultant to furnish certificates of insurance for the coverage required, endorsed to name Fauquier County and the Fauquier County School Board as additional insured.

6. OWNER'S RESPONSIBILITIES:

- 6.1 The Owner will assist the Consultant(s) by placing at its disposal all available information upon written request of the Consultant pertinent to the Project Order including previous reports and any other data relative to the Project.
- 6.2 The Owner will furnish to the Consultants, as required for performance of Consultant's Project Orders, all data on the project elements upon written request of the Consultant.
- 6.3 Upon written request of the Consultant, the Owner shall examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, and other Consultants as Owner deems appropriate for such examination, and render in writing, pertinent decisions within a reasonable time.

- 6.4 The Owner will provide prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Consultant's services or any defect in work.
- 6.5 The Owner reserves the right to utilize Consultants for different project phases, depending on the specific nature of the project.
- 6.6 The Owner reserves the right to terminate a Project Order if the Consultant has been notified in writing of deficiencies given the opportunity to cure them, and has not resolved issue to the Owner's satisfaction, especially when the deficiencies affect overall delivery and completion of the task.
- 6.7 The Owner reserves the right to inspect all operations and to withhold payment for any work not performed to or performed not in accordance with specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. Consultant shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

7. PROCEDURES FOR ORDERING SERVICES:

7.1 Types of Project Orders:

- 7.1.1 Lump Sum Fee Project Orders: Lump sum fees shall be negotiated individually based on the negotiated contract rates, for each project and issued as a separate Purchase Order.
- 7.1.2 Hourly Rate Project Orders: When the scope of services involves work of such nature that the Consultant cannot reasonable estimate the time which would be required to provide the services, the Owner may agree to an Hourly Rate based on the actual hours worked multiplied by the contract hourly rates and other approved expenses. A maximum Project Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Project Orders. When an Hourly Rate Project Order is used, the Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the Owner may require supporting his billing request.
- 7.2 The Owner or authorized representative will request s lump sum fee or hourly rate proposal for each project. At its own expense, the Consultant shall visit the site, if required, and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Consultant contract rates, for accomplishing the work. Each proposal prepared by the Consultant shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules.
- 7.3 Each Project Order will be reviewed and approved in writing by the Owner prior to Consultant initiating any work. If any Project Order appears indefinite, unclear or contradictory, the Consultant shall consult with the Owner's representative for interpretation and clarification prior to the Consultant's commencement of work on that Project Order. The Offeror shall be responsible for conveying the interpretation and /or clarification of any Project Order to its employees, agents or sub Consultants or sub-Consultants, Consultant

shall be responsible for any work not expressly set out in any Project Order but which may be reasonable implied for proper completion of the Project Order. If the Owner requires the Consultant's attendance at multiple meetings on site, the Owner will convey this with their project order.

- 7.4 Following successful negotiations, the Owner will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Procurement Division. Once the Procurement Division has processed (and assigned a number) the Owner may authorize the Consultant to proceed with the work.
- 7.5 The Consultant shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the Owner's representative. The Consultant assumes all risk and financial liability for any services rendered without such proper authorization.
- 7.6 Should additional services be requested beyond the scope of any executed Project Order/Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.
- 7.7 The Consultant's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 12/16/2011

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. WITHDRAWAL OF BIDS/PROPOSALS:

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be

opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date.

At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or sub Consultant in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Consultant must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

- d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Consultant certifies by signing bid to the Owner that no conflict of interest exists between Consultant and Owner that interferes with fair competition and no conflict of interest exists between Consultant and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances. etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2nd Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at www.fauquiercounty.gov/government/departments/procurement.
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Consultant shall comply with applicable federal, state and local laws and regulations.
29. **ANTI-TRUST:** By entering into a contract, the Consultant conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
30. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- 1 Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Consultant directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The Owner's fiscal year is July 1 - June 30. Consultants are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 5. Any payment made by the Consultant to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONSULTANTS:** A Consultant awarded a contract under this solicitation is hereby obligated:
1. To pay the sub Consultant(s) within seven (7) days of the Consultant's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the sub Consultant(s) under the contract; or
 2. To notify the Owner and the sub Consultant(s), in writing, of the Consultant's intention to withhold payment and the reason.
- The Consultant is obligated to pay the sub Consultant(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Consultant that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Consultant performing under the primary contract. A Consultant's obligation to pay an interest charge to a sub Consultant may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.

34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. the Consultant will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub Consultant or vendor.

35. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Consultant directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

36. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Consultant. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Consultant shall comply with the notice upon receipt. The Consultant shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Consultant accounts for the number of units of work performed, subject to the Owner's right to audit the Consultant's records and/or determine the correct number of units independently; or
3. By ordering the Consultant to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Consultant shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Consultant as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute

resolution process, litigation or any other provision of this contract shall excuse the Consultant from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

37. **INDEMNIFICATION:** Consultant shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Consultant or his or her employees, or that of the sub Consultant or his or her employees, if any; and the Consultant shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Consultant shall, at his or her own expenses, satisfy and discharge the same. Consultant expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
38. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub Consultant or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

A. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.

B. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the Consultant responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

40. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current Code of Virginia, all resultant contracts will be extended, with the authorization of the Consultant, to other Public Bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Consultant must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Consultant's responsibility to notify the public bodies of the availability of the contract.

Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Consultant.

41. **AUDIT:** The Consultant hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

42. **SEX OFFENDER REGISTRY NOTIFICATION:** The Consultant shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-Consultants and agents of Consultant.

Prior to starting work and quarterly during performance of the work, the Consultant shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Consultant and Sub-Consultants who are employed on school property by the Consultant or Sub-Consultant.

The Consultant shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Consultant shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

43. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Consultant does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

44. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Consultants bear full responsibility to review this material prior to commencing any activity at a school site.

45. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Consultant shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Consultant shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Consultant fails to remain in compliance with the provisions of this section, the contract may become void.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Consultant's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Consultant, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Consultant to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Consultant shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Consultant shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Consultant promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Consultant within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Consultant at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Consultant. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Consultant be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the Consultant shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Consultant at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
1. Purchase Order Number,
 2. Name of Article and Stock Number,
 3. Quantity Ordered,
 4. Quantity Shipped,
 5. Quantity Back Ordered,
 6. The Name of the Consultant.

Consultants are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONSULTANT REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Consultant may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Consultant within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Consultant being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Consultant may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

SPECIAL TERMS AND CONDITIONS

1. USE OF PREMISES AND REMOVAL OF DEBRIS:

The Consultant shall:

- a. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Consultant;
- b. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Consultant; and
- c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- d. The Consultant expressly undertakes, either directly or through his sub Consultant(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other Consultant. The Consultant shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- e. The Consultant expressly undertakes, either directly or through his sub Consultant(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- f. The Consultant expressly undertakes, either directly or through his sub Consultant(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a Consultant fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the Consultant.
- g. During and at completion of the work, the Consultant shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
- h. The Consultant shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The Consultant shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

2. PROTECTION OF PERSON AND PROPERTY:

- a. The Consultant expressly undertakes, both directly and through its sub Consultant(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Consultant's operation in connection with the work.
- b. The Consultant shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- d. The Consultant shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Consultant, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Consultant on account of any emergency work shall be determined as provided in the General Terms and Conditions.

3. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Consultant's expense.

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Contract XX-18ks

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage required	Limits (figures denotes minimum)
<u>X</u>	1. Workers' Compensation And Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or Better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or Better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or Better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or Better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Consultant
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, Or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Consultant shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP/Contract No. and Bid/RFP/Contract Title	
<u>X</u>	12. Consultant shall submit Certificate of Insurance within five (5) business Days from notification of award, and shall provide updated Certificates for the Duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

Revised 4/4/13, Proc/HR

RETURN THIS PAGE

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from Consultants in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b) (4); 12 C. F. R 309.5(c) (4).

****Return this Page if Applicable ****

EXCEPTIONS TO RFP

Name of Offeror: _____

RFP Title: IT Consulting Services

Please list any deviations to RFP specifications below:

[illegible]

****Return this Page if Applicable ****

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM
MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendant, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

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Fauquier County Public Schools

320 Hospital Drive, Suite 40
Warrenton, VA 20186-3037
(540) 422-7000

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CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Consultant acknowledges that the implementation of this Contract requires Consultant, Consultant's employees, or other persons that will provide services under this Contract to have direct contact with Fauquier County Public Schools' students. Therefore, Consultant hereby certifies that neither Consultant, Consultant's employees, nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Consultant understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Consultant certifies that employees, or any person who will have direct contact with students under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Type or Print Name and Title of Person
Authorized to Sign by Consultant

Date

Signature of Person Authorized by Consultant

Date

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FEE SCHEDULE

INTERMEDIATE LEVEL –

Please provide escalated pricing for all years requested.

IT Specialized Service Categories	Hourly Rate					Weekly Rate					Monthly Rate				
	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.
Web Developer															
Data Base Architect															
Network Security Support															
Software Application Security Support															
Disaster Recovery/Contingency Planning Support															
Network Administrator															
Computer Technician															
AV Technician															
Network Engineer															
Microsoft Systems Engineer															
G Suite Administrator															

Additional Service Category not listed above	Job Description/ education level	Hourly Rate					Weekly Rate					Monthly Rate				
		1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.

Please provide a rates for years 1-5 of the contract period. All rates are to be fully burdened, inclusive of profit, overhead and travel and communication charges.

If additional service categories are needed to fulfill the obligation of this contract (i.e. Administrative support, or other key positions) please provide them in the space provided for additional services. Any additional consumables, or requirements needed to fulfill the obligation of this contract will be billed direct without mark up, negotiated and approved on a case by case basis by both the Owner and the Consultant.

FEE SCHEDULE

SENIOR LEVEL

Please provide escalated pricing for all years requested.

IT Specialized Service Categories	Hourly Rate					Weekly Rate					Monthly Rate				
	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.
Web Developer															
Data Base Architect															
Network Security Support															
Software Application Security Support															
Disaster Recovery/Contingency Planning Support															
Network Administrator															
Computer Technician															
AV Technician															
Network Engineer															
Microsoft Systems Engineer															
G Suite Administrator															

Additional Service Category not listed above	Job Description/ education level	Hourly Rate					Weekly Rate					Monthly Rate				
		1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.

Please provide a rates for years 1-5 of the contract period. All rates are to be fully burdened, inclusive of profit, overhead and travel and communication charges.

If additional service categories are needed to fulfill the obligation of this contract (i.e. Administrative support, or other key positions) please provide them in the space provided for additional services. Any additional consumables, or requirements needed to fulfill the obligation of this contract will be billed direct without mark up, negotiated and approved on a case by case basis by both the Owner and the Consultant.